

EXHIBIT A

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November 11, 2010

BY FEDERAL EXPRESS AND E-MAIL

Bruce E. Clark, Esq.
Sullivan & Cromwell LLP
125 Broad Street
Denver, CO 80202

Re: In re Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (Bankr. S.D.N.Y.)

Dear Mr. Clark:

As you know, we represent Lehman Brothers Special Financing, Inc. and its affiliated debtors ("Lehman") in connection with the Subpoena directed to Giants Stadium LLC ("Giants Stadium") and dated May 19, 2010 (the "Subpoena"), which was issued pursuant to Rule 2004 of Federal Rules of Bankruptcy Procedure.

In its Responses and Objections to the Subpoena, Giants Stadium objected to producing any documents in response to items (i) and (ii) of Request No. 17, and to Request Nos. 18 and 19 in their entirety. Giants Stadium has not provided any valid basis for withholding these documents from production. Indeed, these Requests are well within the permissible scope of Rule 2004, and Giants Stadium must produce responsive documents. Indeed, Bankruptcy Rule 2004 is "debtor-centric and *allows considerable leeway for all manner of so-called fishing expeditions* provided that there is a reasonable nexus to the debtor and the administration of the debtor's case". In re Hilsen, 2008 WL 2945996, at *1 (Bankr. S.D.N.Y., July 25, 2008) (Peck, J.). (emphasis added).

Request Nos. 17, 18, and 19 seek certain financial information from Giants Stadium. Specifically, items (i) and (ii) of Request No. 17 seek Giants Stadium's financial statements and its financial disclosures, respectively. Request No. 18 seeks any financial projections for Giants Stadium, and Request No. 19 seeks information regarding the terms of any outstanding Giants Stadium financing arrangements. These requests are designed to provide LBSF with information to allow LBSF to evaluate, among other things, whether Giants Stadium properly calculated a Settlement Amount (as that term is defined by the governing documents) in a commercially reasonable manner when it terminated all outstanding transactions under the two ISDA Master Agreements it had entered into with LBSF. For example, it appears to be implicit in Giants Stadium's valuation that the forward auction rate with respect to the related auction rate securities will remain constant for 38.5 years. The information requested is designed to provide LBSF with sufficient information to test this and other assumptions. Additionally, to the extent Giants Stadium marked the value of the terminated Transactions on its books and records, such information is also relevant. The above is not meant to be inclusive, but merely exemplary.

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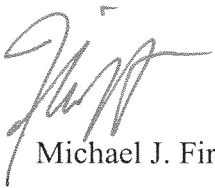
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These requests are well within the permissible scope of Rule 2004, particularly given the “considerable leeway” permitted thereunder. Please let us know if and when you will produce these documents. If you continue to refuse to produce them, please let us know so that we can take appropriate next steps to obtain them.

We have not addressed in this letter any deficiencies in your production under the categories you agreed to produce; we intend to review those issues after the completion of Giants Stadium’s production, which we understand will take place at the end of this week.

Please feel free to contact me regarding the matters discussed above.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Firestone", with a stylized flourish at the end.

Michael J. Firestone

cc: Richard W. Slack